

# Reopening Schools Memorandum of Understanding Addendum

## Elementary Hybrid Transition

### Preamble: Ongoing Commitments

As we continue to navigate the ever-changing circumstances related to COVID-19's impact on our schools, the Highline Education Association (HEA) and Highline School District (HSD) continue to develop shared agreements in various forms as new challenges and transitions arise that are not fully addressed either under the existing [Collective Bargaining Agreement](#) (CBA) or the [Memorandum of Understanding on Reopening Schools](#) (MOU).

Among these shared agreements are some overarching principles guiding this work, including, but not limited to the following:

- We will work as collaboratively as possible and strive to maintain open channels of communication in multiple forms, including but not limited to; impact bargaining, weekly Labor/Management problem-solving meetings, frequent District-level Safety Team meetings, and various regular and ad hoc meetings between HEA leadership and HSD Cabinet members;
- We will prioritize the health and safety of staff, students and community through strict adherence to Labor & Industries (L&I) safety requirements, while following guidance from state and federal agencies such as OSPI, the Governor's Office, Washington Department of Health (DOH), and the Center for Disease Control (CDC);
- As guidance from state and federal agencies change, we will monitor, adjust, and respond to these changes through the communication channels identified above;
- We will prioritize frequent communication and feedback mechanisms to allow staff, students, and community to feel confident about the measures put place to ensure as safe a return to in-person instruction as is possible, as additional groups are phased in.

Some of our shared agreements are specific adaptations needed to address specific problems raised during remote learning, and by transitions for particular groups to in-person, hybrid learning. These adaptations are documented in various ways, such as direct communications to impacted staff, weekly admin packets, etc. Given the impact on working conditions of hybrid instruction in elementary schools, agreements and related documents current to this date are presented and referenced in this Addendum to the August HEA/HSD MOU on Reopening Schools.

### Part 1: Elementary Hybrid Model

- A. Model Details:** Elementary students who return to in-person instruction will follow the AM/PM cohort model outlined on the [HSD website](#) as well as in the [HSD Hybrid Phase I & II Guidebook](#). Class reconfigurations and school schedule changes will be made as necessary to allow students to access the learning mode selected by their families.

- B. Model Variations:** Due to the nature and structure of certain programs, and/or as a result of teacher-team choice, there may be variations of the model where a single teacher has one cohort of their class in-person and the other remote.
1. If this model variation is selected through teacher-team choice, no additional workload mitigations will be available to the team, beyond those available to all elementary staff transitioning to hybrid in the typical model.
  2. If this model variation is necessary due to programmatic need/structure, HEA and HSD will utilize the existing problem-solving process to address any additional workload mitigations that may be needed.
- C. Alignment Between Documents:** HEA and HSD are committed to honoring the agreements reached through all of the communication channels, problem-solving mechanisms, impact bargaining, etc. as outlined in the Preamble above. If there are any discrepancies between the myriad documents related to Hybrid and/or Remote Learning, they will be addressed and corrected in a timely fashion once noted, using the HEA/HSD Problem-Solving Process when necessary.
- D. Continuation of Remote Instruction:** Elementary students whose families have elected to continue remote instruction will continue to engage in the remote learning model in place since fall. Class reconfigurations and school schedule changes will be made as necessary to allow students to access the learning model selected by their families.

## **Part 2: Hybrid Transition Timing and Triggers for Home Quarantine Remote Instruction**

### **A. Timing of Transitions**

1. Students in Phase 1 (ILC and CBS) continue with hybrid instruction, which began in November 2020.
2. Phase 2 will begin March 1, with hybrid instruction beginning for Pre-K, Kindergarten, Grade 1.
3. Most elementary class reconfigurations will take place on March 1, but a phase-in is allowable.
4. Phase 3 (hybrid instruction for grades 2 and 3) will begin no sooner than two weeks after March 1 (start of Phase 2).
5. Phase 4 (hybrid instruction for grades 4 and 5) will begin no sooner than two weeks after the start of Phase 3.
6. Hybrid instruction phase-ins for elementary will proceed in consultation with King County Public Health, and continue to follow the guidance in the [K-12 Decision Tree](#) for High, Moderate, and Low transmission levels, as well as the DOH considerations below across all levels:
  - a. *“When trends in cases and hospitalizations are flat or decreasing, and the school can demonstrate the ability to limit transmission in the school environment, expand access to in-person learning.*
  - b. *When trends are increasing, pause expansion of additional in-person learning and maintain access to in-person learning for those who have it. Schools are not required to*

- reduce in-person learning or revert to remote learning based on metrics if the school can demonstrate the ability to limit transmission in the school environment*
- c. Consider other health and education risks and benefits to children and their families At any COVID-19 level, transition temporarily to full distance learning for 14 days when school meets criteria in [DOH's K-12 Health and Safety Guidance](#) (p 16) or on recommendation of the local health officer."*
- d. Additionally, while we are [tracking COVID rates](#) in all neighborhoods within Highline's boundaries, decisions will be made based on the highest rates in Highline.*

## **B. Provisions for Responding to COVID-19 Outbreaks in the Hybrid Context**

1. HSD will strictly follow all health and safety provisions outlined by OSPI, DOH, and L&I, and HEA/HSD will continue to jointly monitor and adjust as changes are made. HEA and HSD have agreed to the following clarifications and enhancements of the [current guidance](#) specifically related to COVID-19 Outbreaks, regarding the need to temporarily switch to remote instruction.
2. Class: If two or more laboratory positive (PCR or antigen) COVID-19 cases occur within an A or B cohort within a 14-day period, who do not share a household, that entire class will switch to remote learning for 14 days to allow for home quarantine.
  - a. The cases do not need to be proven as epidemiologically linked for this to occur.
  - b. Both cohorts of that class will switch to remote to allow the teacher to home quarantine while still teaching both groups of students.
3. School: A school will switch to remote learning for home quarantine for at least 14 days when:
  - a. 2 or more classrooms are dismissed to remote learning for home quarantine in schools with 10 or fewer classrooms.
  - b. 10% or more of classrooms are dismissed to remote learning for home quarantine in schools with greater than 10 classrooms.
  - c. The school cannot function due to insufficient teaching or support staff.
4. Service Area: A service area (as defined by the feeder pattern for the four comprehensive high schools) will switch to remote learning for home quarantine for at least 14 days when two or more schools in that service area have been switched to remote learning for home quarantine.
  - a. Middle schools which span two service areas will be counted in both.
  - b. A process for addressing alternative schools will be developed through HEA-HSD problem-solving prior to additional phase-ins.

## **Part 3: Asynchronous Instruction Transition Days & Classroom Preparation**

- A. Time Expectations:** The instructional and non-instructional time expectations outlined in Part A of the [Reopening Schools MOU](#) continue to be the same for elementary staff, regardless of modality (hybrid vs remote), except in the cases of Transition Days and Modified Wednesdays, as outlined below in Sections 3.C and 3.E.

- B. Family Connections:** At some point prior to March 1, classroom teachers will connect with the families of students new to their class, in support of facilitating a smooth transition.
- C. Transition Days:** All PreK-5<sup>th</sup> grade elementary teachers and specialists will be provided time to prepare for the transition through asynchronous learning days, as outlined below.
1. Wednesday, February 17 – All elementary teachers & specialists
    - a. Teachers will hold class meetings as usual (20-30 minutes) and take attendance for the day during the meeting. They will plan asynchronous instruction for students in lieu of the usual Wednesday synchronous lessons.
    - b. The staff meeting (60 minutes), lunch (30 minutes) and individual planning (60 minutes) times will occur as usual, but the remainder of the workday (270-280 minutes) is set aside for teacher-directed collaborative preparation for the transition to hybrid instruction and new class configurations.
    - c. During this collaborative preparation time, teachers could connect with each other about students and families who will be changing teachers, staff members leaving one team to join another could use this time to connect with new team members and/or familiarize themselves with new grade levels, teachers would work to develop communication plans to build relationships with new students and families, or any other tasks that will help to facilitate a smooth transition for all.
  2. Wednesday, February 24 – All elementary teachers and specialists
    - a. Teachers will hold class meetings as usual (20-30 minutes) and take attendance for the day during the meeting. Highline’s Teaching, Learning, and Leadership Department (TLL) will plan asynchronous instruction for students for the remainder of this day.
    - b. The staff meeting (60 minutes) and lunch (30 minutes) times will occur as usual, but the remainder of the workday (330-340 minutes) is set aside for teacher-directed individual preparation for the transition to hybrid instruction and new class configurations.
    - c. During this individually-directed preparation time, teachers could continue to connect with colleagues to support collaborative planning or engage in other tasks facilitating a smooth transition – such as working on report cards for students moving to a new teacher, reaching out to students and families soon to join their class to build new relationships, familiarizing themselves with new grade level content, or choosing to work physically on-site setting up their classrooms for in-person instruction.
  3. Thursday, February 25 & Friday February 26 – only for teachers moving to hybrid instruction and/or changing grade levels
    - a. Teachers and specialists remaining in Remote Instruction will conduct classes as usual.
    - b. Teachers transitioning to Hybrid Instruction will hold class meetings as usual (20-30 minutes) and take attendance for the day during the meeting. Highline’s Teaching, Learning, and Leadership Department (TLL) will plan asynchronous instruction for students for the remainder of these two days.

- c. The remainder of these two days is set aside for teacher-directed individual preparation for the transition to hybrid instruction and new class configurations. These days are primarily set aside for work to prepare classrooms for in-person instruction, and/or prepare to teach a new grade level, but teachers have the professional discretion to use the time for any tasks that will facilitate a smooth transition to hybrid, as noted above for February 24.
- D. Classroom Access:** Staff will have access to buildings on Saturdays and Sundays for the remaining weekends in February from 6:00 AM – 6:00 PM. Guidelines will be provided to staff, and access to any building spaces outside of an individual’s own classroom will be extremely limited. On weekdays through February 26, on Mondays, Tuesdays, Thursdays, and Fridays, staff may access their classrooms through 7:00 PM and on Wednesdays through 6:00 PM. Effective March 1, on Mondays, Tuesdays, Thursdays, and Fridays, staff may access their classrooms through 5:30 PM and on Wednesdays, only administrators and office staff will be allowed in the building to allow for deep cleaning (except sites with childcare).
- E. Modified Wednesdays:** From March 1 through Spring Break, the 150 minutes of Collaborative time on Wednesdays will be modified to allow for additional teacher-directed time to facilitate the hybrid transition, including class composition changes and grade level changes. HEA and HSD agree to utilize the problem-solving process prior to spring break to determine whether an extension of this modification is warranted. The modified time structure is therefore:
- 1. 60 minutes PLC Time: work by grade level/content teams that may include both certificated and classified staff in support of common learning standards and a shared group of students engaging in the four critical PLC questions to ensure a Guaranteed and Viable Curriculum (GVC).
  - 2. 45 minutes Natural Teams - *ad hoc* collaboration with individuals and teams who are not meeting regularly or who need additional time (e.g. to address immediate collaboration needs and/or develop targeted support for specific students).
  - 3. 45 minutes Transition Time: teacher-directed work to support the transition to hybrid instruction and its corresponding changes, such as: individual planning & preparation, family connections, collaboration with colleagues, safety planning reviews and adjustments, or other needs identified by the building, teacher and/or teacher teams.

#### **Part 4: Additional Impacts of Hybrid Transition**

- A. Kindergarten Paraprofessional Time:** For teachers who have transitioned to hybrid instruction, once in-person classroom routines are well established, kindergarten teachers will ensure that some of their allocated paraprofessional time will be used to support students during the remote portion of their day. School administrators will schedule kindergarten paraprofessional time to allow the assigned paraprofessional to work with both cohorts of students.
- B. Family Connections Time and 1-1 Connections:** Flexibility will be provided to reassign students to new teachers for the purpose of 1-1 connections when necessary. For hybrid students, 1-1

connections most often occur during instructional time. Additional clarity will be provided through upcoming Administrator Packets.

- C. Grading & Report Cards:** The following provisions apply to Elementary Winter Report Cards.
1. Report cards will continue to go home the week of March 22. Teachers should use student performance through March 1 to complete report cards for any students transitioning to another teacher.
  2. March 19 continues to be an unpaid, non-school day. Teachers may choose to prioritize completing report cards between February 19th and 26th for current students who will transition to another teacher in hybrid.
  3. The official trimester end continues to be March 18; however, attendance will be run on February 19. Teachers may use that data, or choose to track attendance through March 1, but 2<sup>nd</sup> trimester report cards will reflect attendance only up through March 1 at the latest.
  4. Additional information:
    - a. Winter comments will be added to fall documents (cumulative) as in past years.
    - b. Kindergarten will use the HPS report card created in fall.
    - c. Schools will use identified processes from the fall to ensure access for more than one teacher (if needed).
    - d. Distribution of report card to families will continue as it did in the fall, as determined by the school.
    - e. Report Card Cover letter will be omitted in the winter (no change in information from fall).
- D. Student Absences:** If a student cannot pass attestation and must be absent for a day, the classroom teacher is expected to provide make-up work similar to a typical daily absence. If students in the hybrid cohort need to learn remotely for an extended period of time due to quarantine, providing educational services could take a variety of forms, to be determined on a case-by-case basis:
1. If the absent student is assigned to a class in which the teacher instructs one cohort in person and the other remote, the student may shift to the remote cohort.
  2. If there is space in remote classes at their grade level, the student may be assigned to a fully remote class for the time of their absence. If this results in a class overload, compensation will be provided per the HEA/HSD CBA.
  3. If there is a staff member who does not have a full load, they may be assigned to deliver educational services to students during an extended absence.
  4. If none of the above options are feasible, the building leader will work with their ILED to pursue alternatives.
- E. Cleaning Expectations for Certificated Staff:** Teachers working in-person may be asked to utilize non-toxic cleaning spray on surfaces between AM and PM sessions. This should take no more than five minutes per day. All staff will need to leave their classrooms for an assigned 20 minutes to allow for the safe and efficient cleaning of their rooms in-between AM & PM sessions. Buildings will provide a plan for alternate spaces that may be used during this time.

- F. Impacts on PG&E Processes:** It is understood that with the changes to class configurations and/or grade levels, it may be difficult to complete the Professional Growth & Evaluation Process for some classroom teachers. Teacher evaluations should not be adversely impacted by the changes. HEA and HSD will collaborate on guidance for teachers and evaluators on circumstances when a summative evaluation should not be completed.

## **Part 5: Impacts on Specialists, LRC teachers, ESAs, & Substitutes**

In addition to the job duties performed by these staff members, it is possible that individuals may be called upon to assist in-person within the functioning of the school context pursuant to the typical tasks associated with their job assignment as outlined below, unless they have received an alternative assignment for remote instruction, per the [Reopening Schools MOU](#). See Section 5.E below.

### **A. Elementary Specialists**

1. Music & PE instruction will continue to be delivered remotely, in order to limit exposure to multiple cohorts and classes of students, as well as to serve as a key component of the remote portion of hybrid learning. Schedules will be adjusted in order to provide access for both hybrid and remote students, while remaining within contractual parameters.
2. Library instruction will continue to be delivered remotely, in order to limit exposure to multiple cohorts and classes of students, as well as to serve as a key component of the remote portion of hybrid learning. Schedules will be adjusted in order to provide access for both hybrid and remote students, while remaining within contractual parameters. The existing “mobile checkout” system will continue.
3. In-building Behavior Specialists/Instructional Specialists/Deans/TOSAs may be called upon to fulfill their job responsibilities in person, unless they have received an alternative assignment to work remotely, depending upon building needs. They also may be temporarily reassigned to fill a hybrid teaching position, consistent with Section E of the Reopening Schools MOU.

- B. Central Office Specialists:** Central Office specialists will continue to perform most of their work remotely, but may be asked to work in-person in a case-by-case basis, if needed, unless an individual has received an alternative assignment to work remotely.

- C. Learning Resource Center Teachers (LRC):** Teachers will provide specially-designed instruction (SDI) to students either in-person or remotely based on progress monitoring and any additional relevant data sources. This will be determined on a case-by-case basis, and SDI may be delivered by both teachers or paraprofessionals, as usual. In the event in-person services are warranted, the LRC teacher will consult with the building leader to establish a schedule that reduces exposure to multiple cohorts of students. HEA and HSD will provide guidelines to building leaders and LRC teachers for limiting exposure to multiple cohorts of students while delivering SDI in an in-person setting.

**D. ESAs**

1. Counselors will in most cases deliver counseling services remotely, but may be asked to work onsite if they have not received an alternative assignment, to support building needs.
2. Social Workers will continue to fulfill their responsibilities in a combination of remote and in-person, as they have since fall.
3. Nurses are expected to work onsite, in-person. Limited alternative assignments will be available.
4. Related services staff (Psychologists, SLPs, OT/PTs, etc.) will in most cases deliver services remotely. In the event that the therapist believes in-person services are warranted, they will consult with the Special Education Directors to establish a schedule that reduces exposure to multiple cohorts of students.

**E. Substitutes**

1. Daily Substitutes: These substitutes are at-will and a day of employment is dependent upon the will of the substitute. There is no limitation on how many days these guest employees work; however, they will not be permitted to work in two different classrooms on the same day, in order to minimize possible cross-contamination between cohorts. Daily substitutes will be offered a KN95 mask upon check-in, and may request additional levels of PPE (such as face shields) due to their potential exposure to multiple cohorts of students.
2. Annualized Substitutes: Certificated staff who hold employment contracts with HSD will, in general, be assigned to cover extended absences, unless they have received an alternative assignment to continue working remotely. In the event they are needed to cover shorter-term absences, they may work in up to three classrooms (including up to six AM/PM cohorts) in a 14-calendar day period.
3. Plans for Daily Substitute Unavailability: HSD Human Resources will develop a plan to assist and support buildings with substitute coverage in the event a daily substitute is unavailable. In addition to in-building and remote staff (who do not have a remote-only accommodation), central office specialists and administrators may be called upon to assist. No staff member in the district, except for daily substitutes, may work in more than three classrooms (including up to six AM/PM cohorts) in a 14-calendar day period.
4. Classified Substitute Coverage: Sufficient classified substitute staffing continues to be a challenge. Buildings SLTs will develop plans, with the assistance of Human resources when needed, to prioritize and ensure coverage for in-person special education services and kindergarten classrooms with the goal of deploying coverage in a way that prioritizes student needs and meets CBA requirements for support.
5. HSD Human Resources will ensure that all staff members substituting in-person have received the required trainings appropriate to their assignment(s), and have received a copy of the Building Safety Plan for the school(s) to which they are assigned.

## **Part 6: General Health and Safety Provisions**

### **A. Consistent with Department of Health (DOH), Labor & Industries (L&I), and the Office of the Superintendent of Public Instruction (OSPI) requirements and guidance**

1. Safety provisions for hybrid instruction will remain consistent and current with current L&I, DOH, and OSPI requirements and guidance, as well as with the HEA/HSD Reopening Schools MOU. Evolving guidance will be addressed using a problem-solving or impact bargaining process. Details are outlined in depth in the [HSD Hybrid Phase I & II Guidebook](#).
2. Each building offering in-person learning of any kind to students will develop, communicate, train, and implement a detailed Building Safety Plan that is consistent with the HEA/HSD Reopening Schools MOU and modeled on the template developed by the District Safety Team, taking into account all relevant local, state, and federal guidelines.
  - a. Building Safety Committees will continue to monitor and refine these plans as needed throughout hybrid instruction.
  - b. HEA and HSD COVID Co-Captains will continue to collaborate by problem solving issues related to safety in their buildings, including issues regarding adherence to the safety requirements outlined in this Addendum, the HSD Hybrid Guidebook, and L&I requirements. They may reach out to HSD Human Resources and HEA Leadership for support if/when needed.
3. HEA and HSD will continue to jointly monitor and make any necessary updates to the PPE [spreadsheet](#) that defines school-specific scenarios and tasks determined by the DOH, L&I, and OSPI, where they fall within each of these risk categories, and what PPE is required for each category.
4. HEA and HSD have developed a process by which staff can request additional levels of PPE. If a particular context presents unique circumstances which may warrant additional PPE in quantity and/or type staff should email their request and rationale for additional PPE to both Building COVID Co-Captains.
  - a. If the request is warranted and PPE is already available in buildings, COVID Co-Captains authorize the request from the building supply.
  - b. If the request is warranted and PPE is not available in the buildings, the Administrator COVID Co-Captain will complete a work-order requesting new PPE to be supplied to the school.
  - c. If the COVID Co-Captains believe the request is not warranted, they will provide the staff member with the rationale for denial and an opportunity to submit an appeal.

### **B. COVID-Related Leaves**

- a. HSD will continue both federally authorized leaves (EPSL - Emergency Paid Sick Leave and EFML - Emergency Family & Medical Leave) through at least March 31, 2021. HEA and HSD will discuss extending these leaves beyond this date, pending vaccine availability and other factors.

- b. The District Benefits Advisory Committee (BAC), which is comprised of representatives from all employee groups, is exploring options for additional COVID-related leaves; more information will be available after their March meeting.

### **C. Additional Health and Safety Provisions**

- a. Vaccinations: HSD is working with a healthcare provider to hold a vaccination clinic for Highline employees consistent with the state's vaccination phased roll-out. The clinic will prioritize staff working directly with students in-person.
- b. COVID Testing: HSD is a pilot district in Washington State receiving technical support from the Health Commons Project to implement COVID testing.
  - i. Testing is available for HPS staff and students, it is not required
  - ii. To start, testing will be rolled out and deployed to a school/facility site upon notification of a positive COVID test on campus
  - iii. The COVID tests are PCR (the most reliable), self-administered oral swabs
  - iv. Tests are processed by Curative Labs in California, and test results are available within 2-3 business days.
  - v. The Student Support & Family Engagement Department is hiring a team lead and support staff to support the testing, using CARES funds.
  - vi. HSD is also considering expanding to surveillance testing (voluntary) once the initial testing is up and running. Any impacts would be negotiated prior to implementation.

## **Part 7: Ongoing Discussions**

### **A. Continued Problem-Solving Discussions**

- 1. Consistent with the Problem-Solving provisions outlined in the [Reopening Schools MOU](#) Part F, HSD and HEA will continue to monitor the transition to the elementary hybrid instruction, and engage in problem-solving discussions around challenges and/or impact bargaining if there are unforeseen impact.
- 2. Additionally, the parties agree to continue discussions on the following topics specifically, between now and March 31.
  - a. Indicators to gauge readiness for moving to stages 3 and 4 of the elementary hybrid transition process.
  - b. Continuation of EPSL and/or EFML beyond March 31, 2021.
  - c. Any additional leave entitlements available through decisions made by the Highline Benefits Advisory Committee.
  - d. A process for addressing ventilation concerns raised by staff working in-person with elementary students.
  - e. Additional in-building access for teachers who may need additional time to organize classrooms for in-person learning.

- B. **Secondary IAC:** Impact bargaining, problem-solving, and health and safety discussions are underway related to the return of Secondary IAC classrooms to in-person instruction, currently planned for March 8, 2021.

- C. **Secondary Small Groups:** Impact bargaining, problem-solving, and health and safety discussions will also continue related to in-person for small groups of secondary students who might benefit to a school-based, onsite context for their learning.